

RESIDENTIAL LEASE AGREEMENT

This Residential Lease Agreement ("Agreement") is made on the 6 day of July, 2012 between MSL Gulf Trading One, LLC (hereinafter "Owner/Landlord") and MILWAUKEE PROPERTY (hereinafter collectively "Tenant"). The parties agree to the following terms that shall govern this arrangement:

The rights and responsibilities of the parties contained herein are in addition to those rights and responsibilities provided under Alaska's Uniform Residential Landlord Tenant Act (URLTA) codified as AS 34.03 and Alaska common law.

1. PROPERTY DESCRIPTION

The lease property is located at 6972 Briar Loop (hereinafter called the "Premises").

2. LEASE TERM

- 2.1. Initial Term. This Agreement is a lease for a definite period. The Initial Term of this lease shall commence on August 1, 2012 (the "Commencement Date") and expire on August 1, 2013 (the "Expiration Date").

Unless otherwise agreed in writing, Owner/Landlord shall deliver possession of the Premises to Tenant in a condition suitable for occupancy on the Commencement Date which shall be the Occupancy Date.

- 2.2. Extension Term. The term of this Agreement may be extended for an additional period of one (1) year or six (6) months as agreed by Landlord and Tenant in writing. An agreement to an Extension Term must be in writing and executed thirty (30) days before the Expiration Date in subsection 2.1 of this Agreement. If the lease term is extended the rental rates in subsection 3.3 shall apply.

- 2.3. Month-to-Month Reversion. Upon the Expiration Date and if no Extension Term is executed, the lease reverts to a month-to-month tenancy at the applicable rental rate in subsection 3.3 and all other provisions of this Agreement continue in full force and effect.

3. PAYMENT OF RENT

- 3.1. Rental Rate for Initial Term. The rental rate for the Initial Term shall be \$ 1,813.00 per month, payable monthly in advance on the first (1st) day of each and every month. If the first month of occupancy is for less than the entire month, the first month's rent shall be prorated accordingly. Tenant's first month rent shall be \$ 1,286.65 Pro-rated July

- 3.2. Payment of Rent. Rent payments are to be made payable to MSL Gulf Trading One, LLC and may be mailed to 11621 Alderwood LP Anch, AK 99516 Rent payments may also be hand delivered to Keybank 444 4th Ave. Building 1124A. Rental payments shall be made only by personal check, money order or cashier's check.

3.3. Additional Fees.

- 3.3.1. Late Rent. If the total rent is not received by the fifth (5th) day of the month for which it is due, Owner/Landlord may charge a late fee of \$50.00.

- 3.3.2. Returned Check. If Tenant pays rent by personal check, and if the check is returned from the bank due to insufficient funds, Tenant forfeits the privilege of paying by personal check and thereafter must pay the rent by money order or a cashier's check. Unpaid rent due to a check returned for insufficient funds must be made good by Tenant by payment of rent and fees in cash, money order or cashier's check within twenty-four (24) hours of notification of Tenant by Landlord of the insufficient funds. Any rent payment check that is returned due to insufficient funds shall be treated as unpaid rent and is subject to the late rent fee, plus a \$25.00 bank handling fee.
- 3.4. Rental Rates for Extension Terms. If Owner/Landlord and Tenant agree to extend the term of the lease in accordance with subsection 2.2, the following rates shall apply:
- 3.4.1. One (1) year extension: \$ 1813.⁰⁰ ^{per mo} per month; or
- 3.4.2. Six (6) month extension: \$ _____ per month.
- 3.5. Rental Rate for Month-to-Month Tenancy Reversion. If Owner/Landlord and Tenant do not agree to extend the term of the lease per subsection 2.2 and Tenant continues occupancy of the Premises beyond the Expiration Date, the lease reverts to a month-to-month tenancy and Tenant shall pay \$ 2013.⁰⁰ per month in rent.
4. **SECURITY AND PREPAID RENT DEPOSIT**
- 4.1. Amount of Security Deposit. Tenant shall pay a security deposit of \$ 1700⁰⁰, which is due in full at the time of signing this Agreement.
- 4.2. Amount of Prepaid Rent Deposit. Tenant shall prepay rent in the amount of \$ 0/14, which is due in full at the time of signing this Agreement.
- 4.3. Receipt for Deposits. This signed Agreement shall act as receipt for said deposits. The total deposits required shall not exceed an amount equal to two months rent as set forth in subsection 3.1.
- 4.4. Security Deposit Held in Trust. The security deposit will be held in trust by Owner/Landlord for Tenant. No interest shall be paid to Tenant on the deposits unless required by law.
- 4.5. Return of Security Deposit.
- 4.5.1. Failure to Take Possession of the Premises. If Tenant fails to take possession and occupy the Premises after the Occupancy Date, Owner/Landlord will refund for the Security Deposit less actual damages to Owner/Landlord for Tenant's failure to occupy the Premises, including, but not limited to, rent for the time it takes Owner/Landlord to find a replacement tenant and for actual costs, including that of advertising the Premises for rent.
- 4.5.2. Expiration of Initial Term or Extension Term. Owner/Landlord will provide Tenant with a written itemized accounting of any accrued rent, damages or costs deducted from the security deposit within fourteen (14) days after Tenant returns possession of the Premises to Owner/Landlord at the expiration of the Initial Term or Extension Term.
- 4.5.3. Termination of Month-to-Month Tenancy with Proper Notice. Owner/Landlord will provide Tenant with a written itemized accounting of any accrued rent, damages or costs deducted from the security deposit within fourteen (14) days after Tenant returns possession of the Premises to Owner/Landlord following termination of a month-to-month tenancy with proper notice.

4.5.4. *Termination Without Proper Notice or Abandonment.* If Tenant fails to give proper notice, Owner/Landlord will provide Tenant with a written itemized accounting of any accrued rent, damages or costs deducted from the security deposit within thirty (30) days after tenancy is terminated, Tenant returns possession of the Premises, or Owner/Landlord becomes aware that the Premises is abandoned.

5. PAYMENT OF UTILITIES AND OTHER SERVICES

- 5.1. Tenant shall be responsible for establishing the appropriate utility services in his/her own name and for paying the deposit and service charges beginning on the lease Commencement Date. Utilities shall be placed in Tenant's name prior to Tenant assuming occupancy of the Premises. Tenant shall provide, upon request by Owner/Landlord, proof of compliance with this subsection prior to the Occupancy Date. Payment for all services shall be due on the first of each month and shall be paid with the rent. Responsibilities for payment of utilities and services shall be as follows:

	<u>Landlord</u>	<u>Tenant</u>	<u>Cost</u>
Electricity	_____	<u>X</u>	_____
Natural Gas	_____	<u>X</u>	_____
Refuse	<u>X</u>	<u>X</u>	_____
Yard Care	<u>X</u>	_____	NA
Snow/Ice	_____	<u>X</u>	_____
Removal	_____	_____	_____
Telephone	_____	<u>X</u>	_____
Cable	_____	<u>X</u>	_____
Water/Sewer	_____	<u>X</u>	_____

Monthly Total for All Utilities and Services to be paid by Tenant directly to Owner/Landlord with rent: ~~\$20.00~~ 113.00

6. OCCUPANCY

- 6.1. The Premises shall be occupied by no more than _____ adults, namely:

Adult Tenant No. 1: _____;

Adult Tenant No. 2: _____;

Adult Tenant No. 3: _____ and

_____ children (those persons under the age of 18), namely:

Child Occupant No. 1: _____;

Child Occupant No. 2: _____; and

Child Occupant No. 3: _____.

These occupants shall not be changed without prior written consent from the Owner/Landlord. An increase in the number of occupants listed above, aside from births, without prior written consent of the Owner/Landlord shall constitute breach of this Agreement. If the Owner/Landlord allows additional occupants, an additional monthly rental rate of \$ 50.00 per additional person shall be paid by Tenant.

- 6.2. Visitors shall be considered occupants when they have occupied the Premises for a period of twenty-one (21) or more consecutive days.

7. USE OF PREMISES

The Premises shall be used for private dwelling purposes only. All commercial or business uses are prohibited.

8. MOVE-IN CONDITION OF PREMISES

- 8.1. Joint Move-In Inspection Required. On or before the Occupancy Date Tenant must complete a joint move-in inspection with Owner/Landlord or its agent and complete a move-in condition statement in a form prescribed by Owner/Landlord and signed by Tenant. Tenant may not take possession and occupy the Premises until compliance with this subsection. The move-in condition statement is attached hereto as Exhibit A and incorporated herein by this reference.
- 8.2. Acceptance of Condition. Upon completion of the move-in inspection, Tenant accepts the Premises and all fixtures and appliances therein as in good condition in accordance with the statement, Exhibit A.

9. TENANT OBLIGATIONS

- 9.1. Tenant shall comply with the terms of this Agreement.
- 9.2. Tenant shall comply with the Premises Rules and Regulations, as amended by Owner/Landlord from time to time, attached hereto as Exhibit B and incorporated herein by this reference.
- 9.3. Tenant shall not violate any law, ordinance, or governmental regulation in or about the Premises.
- 9.4. Tenant shall not make any alteration, addition or improvement to the Premises, its fixtures or appliances without prior written consent of the Owner/Landlord.
- 9.5. Tenant shall keep the Premises in as clean and safe condition as at the time of this Agreement, wear and tear resulting from ordinary non-abusive living excepted.
- 9.6. Tenant shall immediately report to Owner/Landlord any damage to or malfunction of appliances and fixtures.
- 9.7. Tenant shall use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilation, kitchen and other facilities and appliances, and keep them as clean as their condition and normal operation permits.
- 9.8. Tenant shall maintain smoke detection and carbon monoxide alarm devices as required under AS 18.70.095. Tenant agrees to check the smoke detector(s) and carbon monoxide device(s) and fire extinguisher(s) monthly for proper working order and to replace the battery(ies) in all smoke detector(s) and carbon monoxide alarm device(s) when necessary. Tenant agrees to refrain from relocating, disconnecting or disabling all such devices and to notify Owner/Landlord immediately of any smoke detector or carbon monoxide alarm device in need of repair or replacement.
- 9.9. Tenant shall dispose of all ashes, rubbish, garbage and other waste from the Premises in a clean and safe manner by placing such waste in trash cans at reasonable and regular intervals.
- 9.10. Tenant shall not use any type of barbeque grill or other grilling equipment in violation of Anchorage municipal ordinances or other applicable laws.
- 9.11. Tenant shall not use portable heaters in the Premises.

- 9.12. Tenant shall not have any animals or pets, except as allowed in a Pet or Service Animal Addendum.
- 9.13. Tenant shall not deliberately, recklessly or negligently destroy, deface, damage, impair, or remove a part of the Premises or knowingly permit any person to do so.
- 9.14. Tenant shall not, except in an emergency when the Owner/Landlord cannot be contacted after reasonable effort to do so, change the locks on doors of the Premises without first obtaining written permission of Owner/Landlord and, immediately after changing the locks, providing the Owner/Landlord a set of keys to all doors for which locks have been changed.

In an emergency, the tenant may change the locks and shall, within five (5) days, provide Owner/Landlord a set of keys to all doors for which locks have been changed and a written notice containing an explanation for the change.

Tenant may not add locks that can be used only from the inside of the Premises without written permission from Owner/Landlord.

- 9.15. Tenant shall not disturb or permit his/her guests or others on the Premises to disturb, impair, or diminish the peaceful enjoyment of other occupants of the neighborhood.
- 9.16. Tenant shall not engage in conduct, or permit others on the Premises, to engage in conduct that results in the imposition of a fee under municipal ordinances adopted under AS 29.35.125 (nuisance emergency services fee) and Tenant agrees to pay any such fee if assessed against Owner/Landlord.
- 9.17. Tenant shall not knowingly engage at the Premises in an illegal activity involving prostitution, an illegal activity involving alcoholic beverages, an illegal activity involving gambling or promoting gambling, an illegal activity involving a controlled substance, or an illegal activity involving an imitation controlled substance. Tenant shall not knowingly permit others in the Premises to engage in one or more of these activities at the Premises.
- 9.18. Tenant agrees to use the Premises as carefully as a prudent person would utilize the Premises. Tenant is responsible for, and agrees to pay for, any damage done by wind, rain or freezing weather caused by leaving windows open, by overflow of water or stoppage of waste pipes or other acts of accident or carelessness.
- 9.19. Tenant will notify Owner/Landlord in advance of any absence from the Premises lasting more than seven (7) consecutive days.

10. OWNER/LANDLORD OBLIGATIONS

- 10.1. Owner/Landlord shall deliver possession of the Premises in a clean and habitable condition to Tenant.
- 10.2. Owner/Landlord shall provide and maintain locks and furnish keys to Tenant.
- 10.3. Owner/Landlord shall make all repairs and take necessary action to place and keep the Premises and common areas in a fit and habitable condition.
- 10.4. Owner/Landlord shall maintain in good and safe working order all electrical, plumbing, sanitation, heating, ventilation, kitchen and other facilities and appliances supplied by Owner/Landlord.
- 10.5. Owner/Landlord shall supply running water and reasonable amounts of hot water and heat at all times, so far as energy conditions permit, except where the Premises is so constructed that heat or hot water is generated by an installation within the exclusive control of the tenant and supplied by a direct public utility connection.

~~MST Gulf Trading Co., LLC~~

Alaska Residential Lease Agreement (v 2.0)

- 10.6. Owner/Landlord shall arrange for the provision of garbage receptacles and removal of garbage; however, payment for such services shall be the responsibility of Tenant per section 5.
- 10.7. Owner/Landlord shall provide smoke detector(s) and carbon monoxide alarm devices in working order at the time of initial occupancy and to repair or replace any such device when notified by Tenant of a defective device.
- 10.8. Owner/Landlord shall provide for inspection of all lighting fixtures and replacement of bulbs as needed every ninety (90) days.

11. RIGHT OF ENTRY

- 11.1. Owner/Landlord or its agent may conduct an inspection of the Premises ninety (90) days after initial Occupancy Date. Owner/Landlord shall provide 24-hour notice to Tenant of such inspection per subsection 11.3.
- 11.2. Owner/Landlord or its agent may conduct inspections every ninety (90) days thereafter to provide the agreed upon service of inspecting light fixtures and replacing bulbs in the Premises. Owner/Landlord shall provide 24-hour notice to Tenant of such inspection per subsection 11.3.
- 11.3. Owner/Landlord or its agent may enter the Premises at a reasonable time by providing 24-hour notice to Tenant of the need to enter the Premises and receiving Tenant's consent. Tenant may not unreasonably withhold consent to the Owner/Landlord to enter into the dwelling Premises in order to inspect the premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or for the purpose of showing the Premises to prospective tenants, purchasers, mortgagors, repair persons or contractors.
- 11.4. Owner/Landlord or its agent may enter the Premises without notice and at any time in case of an emergency.

12. DEFAULT BY TENANT

- 12.1. Failure to Pay Rent. Tenant's failure to pay rent required by this Agreement shall constitute default.
- 12.2. Nonperformance of Other Tenant Obligations. All obligations of this Agreement to be performed by Tenant are considered material and nonperformance of which are a breach of this Agreement and shall constitute default.
- 12.3. Abandonment. Tenant's failure to take initial possession of the Premises or to notify Owner/Landlord of an absence in excess of seven (7) days in accordance with 9.19 shall constitute default.

13. OWNER/LANDLORD REMEDIES UPON DEFAULT BY TENANT

13.1. Termination of Tenancy and Recovery of Possession of the Premises by Owner/Landlord.

13.1.1. *Termination for Failure to Pay Rent.* If Tenant fails to pay rent when due, Owner/Landlord or its agent shall provide Tenant with a written Notice to Quit and the Tenant's tenancy shall terminate and Tenant shall move out of the Premises if the Tenant fails to pay the stated rent due in full within seven (7) days after service of the Notice to Quit.

13.1.2. *Termination for Failure to Pay Utilities.* If Tenant fails to pay for utility service and a public utility that provides electricity, natural gas, or water to the Premises discontinues

the service to the Tenant for failure to pay for the services, Owner/Landlord may serve a written Notice to Quit on Tenant that specifies that the tenancy will terminate and that the Tenant must move out upon a date that is not less than five (5) days after service of the notice. If within three (3) days of service of the written Notice to Quit Tenant reinstates the discontinued utility service and pays Owner/Landlord any amounts paid by Owner/Landlord to either (1) continue service or (2) reinstate service and if no damage occurred to the Premises as a result of the discontinuance in service, the tenancy will not terminate.

In the absence of due care by Tenant, if substantially the same act or omission that constituted prior non-compliance with this subsection reoccurs within six (6) months, Owner/Landlord may terminate the tenancy upon at least three (3) days written notice specifying the breach and date of termination.

13.1.3. *Termination for Intentional Infliction of Substantial Damage.* If the Tenant or a guest of Tenant intentionally inflicts damage or defacement of the Premises that exceeds \$400.00 (hereinafter "Substantial Damage") the Owner/Landlord may serve a written Notice to Quit on Tenant that specifies that the tenancy will terminate and that the Tenant must move out upon a date that is not less than twenty-four (24) hours after service of the notice.

13.1.4. *Termination for Illegal Activity.* If Tenant or a guest of Tenant is engaged in an illegal activity at the Premises the Owner/Landlord may serve a written Notice to Quit on Tenant that specifies that the tenancy will terminate and that the Tenant must move out upon a date that is not less than five (5) days after service of the notice.

13.1.5. *Termination for Default in Other Covenants.* Termination for a default in any other obligation shall require Owner/Landlord to serve a written Notice to Quit that specifies the acts and omissions constituting the breach and that the tenancy will terminate upon a date not less than ten (10) days after service of the notice. If the breach can be remedied by repairs, the payment of damages, or otherwise, and the tenant adequately remedies the breach before the date specified in the notice, the tenancy will not terminate.

In the absence of due care by Tenant, if substantially the same act or omission that constituted prior non-compliance with this subsection reoccurs within six (6) months, Owner/Landlord may terminate the tenancy upon at least five (5) days written notice specifying the breach and date of termination.

13.2. Damages. In addition to the termination of the Tenant's tenancy and retaking possession of the Premises pursuant to subsection 13.1, Owner/Landlord shall be entitled to recover immediately the following damages from Tenant:

13.2.1. *Rent.* Payment of rent for the remainder of the Initial Term or Extension Term until the Owner/Landlord is reasonably able to re-rent the Premises. Thereafter, Tenant shall continue to be liable for the difference in income earned by Owner/Landlord during the remainder of the term. Nothing in this paragraph shall be construed as entitling Tenant to an increase in income, which Owner/Landlord may receive upon securing a new tenant after default of Tenant.

13.2.2. *Costs.* The reasonable costs of re-entry and re-letting including without limitation the cost of any cleanup, repairs, removal and storage of Tenant's property, attorney fees, court costs, broker commissions, leasing fees, utility costs, advertising costs, collection costs, or any other costs occasioned by Tenant's default. A minimum of \$150.00 shall be assessed for collection costs required due to Tenant's default.

- 13.3. Remedies Cumulative. The rights and remedies of Owner/Landlord under this Agreement due to a default by Tenant are not exclusive and Owner/Landlord shall have all rights and remedies allowed under applicable law in addition to the rights and remedies contained in this Agreement.

14. TERMINATION OF TENANCY BY TENANT

- 14.1. No Termination by Tenant During Term of Lease Without Cause. Notwithstanding the provisions of AS 34.03, or the application of the Servicemember Civil Relief Act (SCRA) as amended, Tenant may not terminate this Agreement during the lease Initial Term or Extension Term. If Tenant vacates or abandons the Premises before the expiration of the Initial Term or Extension Term as applicable, Tenant shall be liable for payment of rent for the entire remaining lease term or until the Premises is re-rented, whichever occurs first, and all other associated damages in accordance with section 13.2.

- 14.2. Termination of Month-To-Month Tenancy. Tenant or Owner/Landlord may terminate a month-to-month tenancy by providing written notice to the other party of intent to terminate tenancy at least thirty (30) days before the rent due date specified in the notice. Thus, month-to-month tenancies shall terminate on the last day of the month following the month in which written notice is served. There shall be no proration of rent if Tenant chooses to vacate the Premises prior to the end of the month.

For example, a notice received by Owner/Landlord on June 12th would result in termination of the tenancy on July 31st, which is the last day of the month following the month the Owner/Landlord received notice. Further example, if a tenant wishes to move out April 21st, notice is required on or before March 1 NOT March 21st.

15. DESTRUCTION OF PREMISES BY CASUALTY

- 15.1. Termination by Either Party. In the event the Premises is wholly or partially destroyed by fire or other casualty loss to the extent that the enjoyment of the Premises is substantially impaired, either party may terminate the tenancy. If terminated by Tenant for this reason then Tenant must immediately vacate the Premises on the date of notice. Owner/Landlord shall grant rent abatement as of the date of the casualty.

- 15.2. Termination at Discretion of Owner/Landlord. If the Premises is only partially destroyed and enjoyment of the Premises is not substantially impaired, Owner/Landlord may in its sole discretion terminate this Agreement or may make reasonable and necessary repairs for the continuing use and occupancy of the Premises by Tenant for the remainder of the term. In the event that a portion of the Premises is rendered unusable due to the casualty Owner/Landlord shall grant rent apportionment from the date of the casualty to the date of repair.

16. INSURANCE

Owner/Landlord does not provide insurance on the Premises covering Tenant's personal property or Tenant's liability or that of Tenant's guests. Tenant hereby acknowledges that Owner/Landlord recommends that Tenant obtain Tenant's own renter's insurance policy with coverage appropriate to the Tenant as determined by Tenant.

17. TENANT MOVE OUT OBLIGATIONS

- 17.1. Tenant shall leave shall leave the Premises in a clean and habitable condition; Tenant shall be responsible for any costs incurred to repair damage to the Premises due to abusive living.

- 17.2. Tenant shall accomplish the following prior to returning possession of the Premises to Owner/Landlord:
- 17.2.1. Vacuum the carpets and clean any stains or spots;
 - 17.2.2. Clean windows and dust blinds;
 - 17.2.3. Clean all kitchen appliances and cabinets;
 - 17.2.4. Replace electric stove drip pans;
 - 17.2.5. Clean bathroom sink, tub, toilet and cabinets;
 - 17.2.6. Clean all vinyl floors;
 - 17.2.7. Clean up any spills and sweep the garage floor and parking areas;
 - 17.2.8. Complete a joint move-out condition inspection with Owner/Landlord or its agent; and
 - 17.2.9. Repair all areas of the Premises, fixtures or appliances that are damaged beyond normal wear and tear. If repairs are required, Tenant must obtain prior authorization of Owner/Landlord and repairs must be performed by a licensed contractor who is bonded and insured and approved by Owner/Landlord. If repairs are required, Owner/Landlord may in its sole discretion, prohibit Tenant from making the necessary repair and instead accept payment from Tenant of an amount equal to the cost of the repairs.
- 17.3. Non-performance of this section by Tenant may result in a deduction from the security deposit and/or the filing of a lawsuit by Owner/Landlord against Tenant for damages.

18. MISCELLANEOUS PROVISIONS

- 18.1. Notices. Tenant has been advised and understands that the Premises is being rented/leased and managed by MSL Gulf Trading One, LLC, and that neither MSL Gulf Trading One, LLC, nor its agents have made any representations concerning the conditions of the Premises or this Agreement, except those actually set forth in this Agreement. The following person(s) are authorized to act for and on behalf of Owner/Landlord for purposes of negotiating this lease, collecting rents, receiving service of process, and for the purpose of generating and receiving notices and demands:

~~MSL Gulf Trading One, LLC~~
~~MSL Gulf Trading One, LLC~~

- 18.2. Service of Notice. Notices and other communications required by law and by this Agreement shall be deemed properly served when the written notice is: 1) personally delivered to any person at the Premises that can legally accept service, 2) delivered by U.S. Mail to Tenant at the Premises, 3) attached securely to Tenant's door, or 4) served in any other manner allowed by law.
- 18.2.1. If mailed, such notices shall be deemed properly served and received on the third (3) business day following posting.
 - 18.2.2. If Tenant fails, upon vacating the Premises, to furnish a forwarding address to Owner/Landlord, all notices shall be sent to Tenant's last known address.

- 18.3. Emergency and Maintenance Contact. In the event of any emergency, and for all maintenance needs, Tenant shall notify Owner/Landlord or its agent, at one of the following telephone numbers. Tenant should begin with the first listed number and, if necessary, contact the other numbers if there is no response at the first number:

907.471.1161

+ In the event of emergency, Owner/Landlord may notify Tenant at the following number(s):
907.471.1161

- 18.4. Lead-Based Paint Advisory. HUD requires that a lead-based paint disclosure be provided to tenants dwelling in housing built prior to 1978.

____ Disclosure requirement applies, and a lead-based paint disclosure and pamphlet are attached.

X Disclosure requirement does not apply.

- 18.5. Assignment and Subletting. Tenant shall not assign this Agreement or sublet the Premises to another party without express written consent from Owner/Landlord or its agent, consistent with AS 34.03.060. Owner/Landlord may withhold consent, consistent with and to the extent allowed by AS 34.03.060.

- 18.6. Tenancy at Sufferance. Any occupancy of the Premises by Tenant after the expiration of this Agreement, or any extension thereof, without the permission of Owner/Landlord shall be a tenancy at sufferance per AS 34.03.290(c).

- 18.7. Disposition of Tenant Property. Upon termination of this Agreement or the surrender or abandonment of the Premises Owner/Landlord may remove all personal property belonging to Tenant or third parties left in/on the Premises and dispose of it in accordance with AS 34.03.260.

- 18.8. Hold Harmless Clause. Owner/Landlord shall not be liable for any damages arising out of any act or omission of Tenant or invitee of Tenant, or for any condition of the Premises except those directly resulting from Owner/Landlord's negligence. Tenant agrees to defend, indemnify and hold Owner/Landlord harmless from any and all claims and/or damages resulting from the negligence of Tenant and invitees of Tenant, to the fullest extent permitted by law.

- 18.9. Governing Law and Jurisdiction. The parties hereby agree that this Agreement is executed and delivered in the State of Alaska, and the substantive laws of Alaska, except for the laws governing the conflict of laws, shall govern the validity, construction, enforcement and interpretation of this Agreement. The parties hereby submit to the jurisdiction and agree to the venue of the State Courts of the State of Alaska Third Judicial District in any action or proceeding arising out of this Agreement.

- 18.10. Non-Waiver. Owner/Landlord's failure to immediately exercise any right hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right. The rights of Owner/Landlord hereunder shall be in addition to all other rights provided by law. No notice or demand given in any case shall constitute a waiver of the right to take other action in the same, similar or other instances without such notice or demand.

18.11. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction, then such provision shall be severed from this Agreement and the remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

18.12. Entire Agreement. This Agreement and its Exhibits and Addendums constitute the complete and only agreement between Owner/Landlord and Tenant respecting the rental of the Premises to Tenant. All provisions of Alaska's Uniform Residential Landlord Tenant Act (URLTA), codified as AS 34.03, are incorporated by reference herein, as fully as if they were set forth in this Agreement. The following Exhibits and Addendums are attached as part of this Agreement:

- ☐ Exhibit A – Premises Move-In Condition Statement
- ☐ Exhibit B – Rules and Regulations
- ☐ Pet/ Service Animal Addendum
- ☐ Smoke Detector & Carbon Monoxide Device Addendum
- ☐ Climate Control Addendum

18.13. Attorney Fees. In the event that it becomes necessary for the Owner/Landlord to employ an attorney for the collection of any delinquent rents, or to enforce any obligation of the Tenant created hereunder, the court may award a reasonable attorney fee consistent with Alaska law to the Owner/Landlord, to be applied as part of the costs of such legal suit and paid by Tenant.

THE UNDERSIGNED PARTIES HEREBY AGREE to be bound by the terms of this Agreement. Tenant acknowledges and agrees that Tenant has carefully read each and every provision and page of this Agreement, and voluntarily enters into this Agreement with an understanding of the terms and conditions of the Agreement.

TENANT

XXXXXXXXXXXX [Signature] 7-6-12
Tenant 1 Print Name Tenant 1 Signature Date

Tenant 2 Print Name Tenant 2 Signature Date

FOR OWNER/LANDLORD

[Signature] 7-6-12
MSL Golf Trading Co, LLC Date

RESIDENTIAL LEASE/RENTAL AGREEMENT

SMOKE DETECTOR AND CARBON MONOXIDE ALARM ADDENDUM

Tenant acknowledges that as of the Occupancy Date and commencement of the tenancy smoke detectors and carbon monoxide (CO) alarm device are installed in the Premises and are operational.

Tenant shall maintain smoke detection and carbon monoxide alarm devices as required under AS 18.70.095, which provides:

§ 18.70.095. Smoke and carbon monoxide detection devices

(a) Smoke detection devices shall be installed and maintained in all dwelling units in the state, and carbon monoxide detection devices shall be installed and maintained in all qualifying dwelling units in the state. The smoke detection devices must be of a type and shall be installed in a manner approved by the state fire marshal. The carbon monoxide detection devices must have an alarm and shall be installed and maintained according to manufacturers' recommendations.

(b) In a dwelling unit occupied under the terms of a rental agreement or under a month-to-month tenancy,

(1) at the time of each occupancy, the landlord shall provide smoke detection devices and, if the dwelling unit is a qualifying dwelling unit, carbon monoxide detection devices; the devices must be in working condition, and, after notification of any deficiencies by the tenant, the landlord shall be responsible for repair or replacement; and

(2) the tenant shall keep the devices in working condition by keeping charged batteries in battery-operated devices, if possible, by testing the devices periodically, if possible, and by refraining from permanently disabling the devices.

(c) If a landlord did not know and had not been notified of the need to repair or replace a smoke detection device or a carbon monoxide detection device, the landlord's failure to repair or replace the device may not be considered as evidence of negligence in a subsequent civil action arising from death, property loss, or personal injury.

(d) In this section,

(1) "dwelling unit" has the meaning given in AS 34.03.360;

(2) "landlord" has the meaning given in AS 34.03.360;

(3) "qualifying dwelling unit" means a dwelling unit that

(A) contains or is serviced by a carbon-based-fueled appliance or device that produces by-products of combustion;

(B) has an attached garage or carport; or

~~MST Gulf Trading One, LLC~~

Alaska Residential Lease Agreement (v 2.0)

Smoke Detector and CO Alarm Addendum (v 1.0)

(C) is adjacent to a parking space;

(4) "rental agreement" has the meaning given in AS 34.03.360;

(5) "tenant" has the meaning given in AS 34.03.360.

AS 18.70.095.

Tenant agrees to check the smoke detector(s) and carbon monoxide device(s) and fire extinguisher(s) monthly for proper working order and to replace the battery(ies) in all smoke detector(s) and carbon monoxide alarm device(s) when necessary.

Tenant agrees to refrain from relocating, disconnecting or disabling all such devices and to notify Owner/Landlord immediately of any smoke detector or carbon monoxide alarm device in need of repair or replacement.

Tenant shall immediately evacuate all occupants of the Premises and then call the local fire department whenever the CO alarm sounds. Tenant shall immediately contact Owner/Landlord or its agent to inform Owner/Landlord of the alarm and any findings of cause determined by the fire department. Tenant, in coordination with Owner/Landlord if possible, shall make arrangements for any necessary repairs to address the cause/source of CO. Tenant shall not re-occupy the Premises until cleared to do so by the fire department.

Tenant's failure to comply with AS 18.70.095 is a violation of State law and may result in serious injury or death.

TENANT



Tenant 1 Print Name



Tenant 1 Signature

7-30-12

Date

Tenant 2 Print Name

Tenant 2 Signature

Date

~~MSL Gulf Trading One, LLC~~

Alaska Residential Lease Agreement (v 2.0)

Smoke Detector and CO Alarm Addendum (v 1.0)

RESIDENTIAL LEASE/RENTAL AGREEMENT

CLIMATE CONTROL ADDENDUM

Tenant acknowledges that the Premises may have a climate conducive to the growth of mold and mildew and that it is necessary to provide proper ventilation and dehumidification to retard or prevent the growth of mold or mildew. Tenant agrees to be responsible for properly ventilating and dehumidifying the Premises. Tenant agrees not to cover the windows of the Premises with foil or any other material that prevents the transmission of sunlight into the Premises.

Tenant shall be liable for all damage to the Premises caused by mold or mildew that is a result of improper ventilation and/or dehumidification of the Premises by Tenant. Tenant shall immediately report to Owner/Landlord or its agent the discovery of the presence of mold or mildew in the Premises and coordinate remediation of the condition.

Owner/Landlord shall not be liable for any claim for personal injury or property damage arising out of the existence of mold or mildew.

TENANT



Tenant 1 Print Name



Tenant 1 Signature

7-30-12

Date

Tenant 2 Print Name

Tenant 2 Signature

Date

~~MSE Golf Trading One, LLC~~

Alaska Residential Lease Agreement (v 2.0)

Climate Control Addendum (v 1.0)

RESIDENTIAL LEASE AGREEMENT

PET/ SERVICE ANIMAL ADDENDUM

Nothing in the Residential Lease Agreement or this Pet/Service Animal Addendum shall be construed or interpreted to prohibit or restrict the ownership of or use of a Service Animal as that term is defined by the Americans with Disabilities Act (ADA) residing at the Premises. No additional deposit or pet rent is due for a Service Animal residing in the Premises. However, per ADA guidance, Tenant is liable for any damage caused by the Service Animal in accordance with the Agreement.

Notwithstanding the provision for Service Animals, no animals shall be kept in the Premises except domesticated dogs, cats, fish and birds inside birdcages that are expressly approved by Owner/Landlord.

No animal may be kept or raised on the Premises for commercial purposes or in unreasonable quantities.

Should Owner/Landlord permit Tenant to have a cat(s) in the Premises, the cat(s) must be spayed or neutered, as well as declawed.

Owner/Landlord agrees to allow U/A on the Premises.

Additional rent in the amount of \$ _____ shall be paid for any pet(s) residing in the Premises.

Tenant agrees to promptly remove all waste deposited by the Service Animal or pet(s), and to promptly repair any damage done by the Service Animal or pet(s).

If, after the signing of this Agreement, Tenant wishes to obtain an additional pet, Tenant must seek advance written consent of the Owner/Landlord. Owner/Landlord may deem the failure to do so a material breach of this Agreement.

If, at any time, Owner/Landlord learns that Tenant has more pets in the Premises than permitted under this Agreement, Owner/Landlord may deem this a material breach of this Agreement by Tenant.

Owner/Landlord will not consent to allowing breeds of certain dogs known to be vicious to be kept as pets or to visit the Premises (such as Rottweiler, Pit Bulls, or Dobermans). Tenant agrees that Tenant will not permit others to bring such breeds onto the Premises.

Tenant is not permitted to keep pets that are illegal under State or federal law.

TENANT

Tenant 1 Print Name

Tenant 1 Signature

Date

Tenant 2 Print Name

Tenant 2 Signature

Date

~~MSI Gulf Trading One, LLC~~

Alaska Residential Lease Agreement (v 2.0)

Pet/Service Animal Addendum (v 1.0)

RESIDENTIAL LEASE/RENTAL AGREEMENT

EXHIBIT B RULES

Per the Agreement and State law, Tenant shall comply with reasonable rules established by Owner/Landlord during the tenancy and occupancy of the Premises. These rules may be amended from time to time by Owner/Landlord. Owner/Landlord shall provide notice to Tenant of amendments.

1. Tenant shall not smoke any substance inside the Premises, including the garage.
2. Tenant shall park vehicles only in designed parking areas.
3. Tenant shall not store objects on the lawn/yard/grounds of the Premises so as to damage these areas or unreasonably interfere with grounds maintenance.
4. Tenant shall not unreasonably interfere with the quiet enjoyment of Tenant's neighbors by way of unreasonably loud sounds.

TENANT


Tenant 1 Print Name



Tenant 1 Signature

7-30-12

Date

Tenant 2 Print Name

Tenant 2 Signature

Date

~~MSI Gulf Trading Co., LLC~~

Alaska Residential Lease Agreement (v 2.0)
Owner/Landlord Rules (v 1.0)